

Everyday Creativity – Membership Terms & Conditions

Our core ethos for Bennett & McDermott operating as Everyday Creativity is to help people who want to have a sustainable and fulfilling art practice in their lives to find continuous inspiration, motivation and sense of community. This document details from the outset the way in which we will deliver our services to you. If you are planning to join Everyday Creativity, (“the Membership”) then you must read these terms and conditions in full prior to purchasing.

1. Membership Terms & Conditions (‘Terms’): Key Details

These Terms cannot be varied and in proceeding to purchase the Membership you will be deemed to have accepted these Terms. The Terms set out below apply to the services offered by Bennett & McDermott. Please read them carefully as they affect your rights and liabilities under law and set out the Terms under which Bennett & McDermott (“we”, “our” or “us”) provide services to you, as purchaser of the Membership. These Terms are subject to any rights you have under consumer law to which we are bound and which cannot be waived by contract.

Please be aware that we may update these Terms at any time. Your continued use of the Membership indicates your acceptance of the terms and agreement to any changes.

2. Membership Outline

Everyday Creativity is a membership platform for people who want to have a sustainable and fulfilling art practice in their lives. The Membership is an ongoing commitment where you can get regular support and guidance.

Everyday Creativity provides continuous inspiration, motivation and sense of community for creative people. The membership is aimed at people with some experience of art or craft making.

3. Eligibility

This membership is suitable for those who are aged 18 and over.

4. Membership Specifics

There are five elements to the Membership

- i) Monthly project brief
- ii) Twice monthly live webinars
- iii) Access to a community forum
- iv) Regular inspirational posts and prompts
- v) Accountability and goal setting group

Live Masterclasses

The live webinars will be led by Dan McDermott (“Dan”). From time to time they may also be joined by Sharon Bennett (“Sharon”).

The monthly webinars will take place on zoom..

During each webinar, Dan will expand on the theme of the monthly brief, adding extra context and suggestions for creative tasks or ways to approach the project brief. There will be an opportunity for up to four participants to share their work with the group and get feedback from Dan. All participants benefit from these discussions due to the commonality of issues that arise with the creative process.

The information and guidance shared will be based on Dan’s 30 plus years as a creative practitioner and arts educator. Dan holds a BA in Contemporary Art Practice from University of Northumbria (1995) and an MA (Distinction) Fine Art from City and Guilds of London Art School (2010). Dan is an arts educator with diverse sector experience including schools, FE, HE and social care settings. He is currently a fine art lecturer at Stroud School of Art (SGS) with pathway and module lead roles on UAL Level 3 Art, Design and Communication Diploma, UAL Art and Design Foundation Diploma and the Fine Art Foundation Degree (FDA) course. Dan has a private teaching practice with in person and on-line groups and private mentor clients.

Sharon has a collaborative, interdisciplinary practice. Her work has featured in museums, galleries and arts festivals around the UK and beyond, including Aspex Gallery, Portsmouth; The Grace Exhibition Space, New York; Art Licks, London; Site Festival, Stroud; Offbeat Oxford and Portsmouth Festivities. Alongside her work with Dan, Sharon is co-founder of artist duo The Women's Art Activation System (WAAS). Sharon is experienced in writing funding applications and has been awarded funding from Arts Council England, The National Lottery Community Fund, The Mid-Counties Coop, a-n and Axisweb to run her projects. Sharon is a professional mentor for students and graduates of the University of the Arts London.

The live sessions will be recorded and made available on the community forum for one month after which they will be deleted.

Question & Answer Sessions

Members will have the opportunity to submit questions via the forum before each live webinar. A member can submit a question even if they will not be present at the live session. Before each webinar, Dan will select questions that will be addressed during the session. All participants will benefit from these discussions even if their specific question is not addressed due to the commonality of many of the issues that participants experience.

Members will have the opportunity to submit their work for discussion in advance of each webinar. The first four people to submit work will share their work live at the session and will receive feedback from Dan.

Self-Study

In addition to the group webinars there will be monthly project briefs available for members to consider in their own time. Project briefs will be posted in the forum on the first day of each month. Dan and Sharon will post additional resources, prompts,

inspiration and the work of relevant artists that provide context to the brief on a weekly basis.

For best results you should work through the tasks outlined in the project brief in your own time. Failure to do so may limit your ability to learn from the tips and guidance shared in the live sessions. The content of all resources and training will be provided in English, translations are not available.

Community Forum

You will have access to a community forum to support you during the Membership. The intention of the forum is to provide community support and a network of individuals at a similar stage of Everyday Creativity and who are facing similar challenges.

From time to time Dan and Sharon will post and offer support in the forum but there is no guarantee that posts will be responded to immediately or that any private messages to the Everyday Creativity email or website contact form.

Please be advised that whilst we hope that you will be able to utilise the forum we make no guarantees as to the availability of the group and/or the content within the group at any time. Therefore, always ensure that you have back-up copies of any information shared within the group.

5. Behaviour

It is requested that at all times your behaviour towards others is polite and respectful. Should your behaviour be deemed offensive or inappropriate we reserve the right to remove you from the Membership with immediate effect.

Each person is responsible for their own behaviour and we will not be held responsible for the behaviour or actions of any other Members.

6. Membership Fees and Payment Terms

The cost of the Membership is set at the time you subscribe and is inclusive of VAT. On subscription you will agree to monthly or annual payments via debit card or Paypal.

If you have selected the monthly payment plan, The Membership is an ongoing monthly subscription and payment will be taken on the same day each month.

If you have selected the annual payment plan, payment will renew after one year unless you cancel your membership. See section 7 of this document.

We reserve the right to change the content and delivery of the services within the membership and the associated price point at any time. Should we do this we will provide advance notice so that you can decide whether to consider your subscription. We shall never increase your membership fees without providing at least 28 days' notice and without providing you with advance notification.

7. Refunds and Cancellation

It is our aim that you will be completely happy with the Membership and you will find the content and community stimulating, inspiring and motivating. However, we appreciate that there may come a time when you wish to leave the Membership.

You have the right to cancel within the free trial period which is 30 days from the date of subscription.

There is no obligation on us to refund any amounts paid where cancellation requests are made following the 30 day free trial period.

Members on the monthly subscription can cancel their membership at any time. You will not receive a refund for the month within which you cancel. Your subscription will stop for the following month.

Members on the annual subscription must cancel their subscription before their next annual renewal date, should they wish to end their membership.

We reserve all rights to cancel the programme for any reason without prior notice. In such circumstances a refund will be provided for the remainder of that month or year as applicable.

Notwithstanding any right or remedy available to us, we may cancel your Membership with immediate effect

- If you fail to pay your Membership fees by the relevant due date;
- If you commit a repudiatory breach of the Terms of this agreement;
- As decided at our sole discretion from time to time.

8. Contact and Schedule

It is the intention that the Membership will run continuously and that any training material, live Q&As and live webinars will be provided as set out above. Should an unforeseen reason arise which cause a session(s) to be postponed they will be re-arranged as soon as possible.

Throughout the Membership we will be available by email on info@everydaycreativity.art. We will make every effort to respond within 48 hours during Monday - Friday.

If you have a technical query relating to accessing the Membership please include "Tech" in the subject line of your email correspondence.

You may see us post on social media outside of our core hours. Not all of these posts are live and some will be pre-scheduled. We are passionate about supporting everyone in the Membership and where we can we may respond to you out of hours but we make no guarantees that this will always be possible.

9. Disclaimers

We make no guarantees or claims as to the success of any member. Each individual is unique and their abilities are unique to them. The aim is that members will have a steady pace of input via project briefs, community engagement and inspirational content posted to the forum and if engaged with on a regular basis will have a positive impact on participants' motivation and productivity levels.

All training provided will be general information and guidance and will not be bespoke advice. We are not responsible for any action or inaction which you take as a result of the information within the Membership.

We are not responsible for any loss of opportunity or any investments which you make. No content in this Membership should be construed as medical advice, whether mental or physical. If you believe that you require medical attention you should seek assistance from a medical professional immediately.

We ask that all members in the Membership respect the rights of others in respect of their behaviour and privacy. We will not be responsible for the action of any members including for any disclosures made by any members based on information which has been shared within the Membership.

10. Limitation of Liability and Indemnification

To the fullest extent permitted by applicable laws, we limit liability and responsibility for any harm resulting from your use of all or any part of the Membership. We shall not be liable to you for any damages, including lost profits, whether such claim is based on warranty, contract, tort or otherwise (even if we have been advised in advance of the possibility of such damages).

If we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Membership, our liability shall in no event exceed the total of any fees with respect to the Membership received by us from you, during the 6 months preceding the date on which the claim arose.

Nothing in these Terms shall limit or exclude our liability in respect to fraudulent misrepresentation, death, or personal injury, resulting from our negligence, or any other liability which cannot be limited or excluded by law.

You agree to indemnify, defend and hold us, our subcontractors and employees, harmless from any claim or demand, including solicitors' fees, made by a third party due to or arising out of your breach of these terms, or your violation of any law or the rights of a third party.

11. Privacy and Confidentiality

Your privacy and protection of your personal data is important to us. You are responsible for ensuring that your contact details are accurate and up-to-date, at the time of registration, and on an on-going basis thereafter.

Your personal data is protected as set out in our privacy policy which can be found [on our website](#). By providing your personal data you agree to the terms of our privacy policy.

During the course of the Membership you may have access to confidential information, in particular the personal affairs of other members. In accepting these Terms, you agree that you will not use or disclose to any person, organisation or company, and shall use your best endeavours to prevent the publication of any confidential information relating to any other member.

You accept that any unauthorised disclosure of personal or confidential information belonging to another may amount to immediate dismissal from the Membership. Should you decide to leave the Membership then you remain bound by the confidentiality and privacy obligations.

Please be aware that some training sessions may be recorded and your name and image/video may be captured. The recordings of the training will be kept and made available to others in the Membership. If you provide or share any information within these sessions about yourself or your business that information will be shared within the group. Should you not wish to be recorded please ensure that if you attend any training your camera is switched off and your name field is changed to "Attendee" with your initials so that support can still be offered but no personal identifiable information will be captured.

Your log-in details must remain confidential, and you must not disclose this information to a third party, without our express permission in writing. If you know, or suspect, that your log-in details have been obtained by a third party, you agree to change your password immediately, and provide notification of the security breach as soon as possible to info@everydaycreativity.art.

12. Intellectual Property

During your time as a Member you will be provided with monthly project briefs as a downloadable pdf document. At all times the intellectual property rights and copyrights connected with those materials remain with us. You have the right to use the materials as learning tools but you are not permitted to duplicate, republish, reproduce, distribute, translate or provide copies to third parties. We retain and reserve all of our copyrights.

13. Non-Compete

You agree that whilst in Membership, and for a period of 6 months following termination or cancellation of your Membership, you shall not use the confidential information revealed to you for any commercial purpose. In addition, you shall not elicit or entice away any current or potential members by sending "Friend Requests" or otherwise targeting them. You also agree not to become involved in any capacity with any business concern which is in, or tends to be in, direct competition with us.

14. Force Majeure

Where either party is prevented from or delayed in carrying out its obligations under these Terms, due to circumstances beyond their reasonable control including, but not limited to, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, pandemic/epidemic, lock-outs, strikes or other employment disputes, performance of their obligations shall be postponed until these circumstances end.

15. Waiver

In the event that we fail to insist upon your strict performance of any obligations under these Terms, or we fail to exercise any rights or remedies to which we are entitled, this will not constitute a waiver of any such rights and / or remedies available to us.

16. Errors and Inaccuracies

There may be information within our Site or the Membership which contains typographical errors, inaccuracies or omissions relating to the service delivery, pricing or promotion of the Membership. We reserve the right to correct or amend any errors without prior notice.

17. Jurisdiction

These Terms are governed by the laws of England & Wales. The English Courts have exclusive jurisdiction over any matter and proceedings arising out of the Membership.

18. Complaints

It is our aim that you are completely satisfied with the Membership. Should you have any feedback please feel free to share it with us as we are always striving to ensure that we provide you with the highest level of service. If you have a complaint about the Membership this should be made in writing to Bennett & McDermott at info@everydaycreativity.art.

19. General

We intend to rely on the written Terms set out in Terms and Conditions for the services that we provide to you in delivery of the Membership. These written Terms shall constitute the entire agreement between us.

Should there be any conflict between these Terms and any Membership hosting platform or payment gateway, these Terms shall prevail.

If any provision within these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

No provision within these Terms shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of your service. Any changes will be notified to you as soon as possible.

Frequently Asked Questions

1. *What happens if I can't make a live session?*

As far as possible, the live webinars will be held on zoom. They will be recorded and the link to watch will be posted to the forum within 48 hours following the end of a live session. From time-to-time technology may fail and the recording may be unavailable or of poor visual or sound quality, but we do aim to record all live sessions. For the avoidance of doubt, there will be no refunds available for any missed sessions.

2. *What if I need additional support?*

Additional support can be offered to each member in the form of 1:1 support or guidance. We are happy to support you as required, please contact us directly, additional charges will apply.

3. *What if I am ill during the Membership?*

If you are ill or unable to attend a live session for any reason you will be able to watch the recording of that session. If you are ill for an extended period, please let us know and we will support you wherever we can.

4. *Is the Membership suitable for everyone?*

The Membership is only suitable to those who are over 18. The Membership is best suited to people with some experience of art or craft making.

5. *How do I contact you if I have questions?*

You can send any queries to us by clicking on the contact page.

6. *What materials do I need?*

Here is a list of some [basic drawing and painting materials](#) that would be needed.

7. *Can I cancel at any time?*

Please see point 7 in this Terms and Conditions.

8. *Do I need to attend all live events?*

No. You can attend as many or as few as you like. You can watch the recording of any webinars that you cannot attend live.

9. *Can I work at my own pace?*

Yes, the membership is designed to have plenty of space around the projects and tasks and to allow you to interact with the course at your own pace and to your own schedule.

10. *Do I need experience in art practice?*

Some experience of art practice will be beneficial but you do not need to be at an advanced level.

11. *Do I need to speak or present my work in webinars?*

No. You can interact with the webinars as you choose. There will be opportunities for you to ask questions and make contributions if you choose to. You are also welcome to just sit back and watch and listen.

12. *Can I use my phone to access the course?*

Yes. There is a mobile app that will allow you to engage with a course forum directly on your smartphone.